BILL NO. S-81-02-24

SPECIAL ORDINANCE NO. S-56-81

AN ORDINANCE approving a contract for Water Improvement Resolution 1023-80 between the City of Fort Wayne, Indiana, and T-G Excavating, Inc., Contractor for installation of water main extension.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That a certain contract, dated January 28, 1981, between the City of Fort Wayne, Indiana by and through its Mayor and the Board of Public Works and T-G Excavating, Inc., Contractor for:

the installation of Orlando Drive Water Main Extension from Sharon Drive Westward 2016± LF to State Highway #3,

under Board of Public Words Water Improvement Resolution 1023-80, at a total cost of $30,686.84, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein and made a part hereof, be and the same is in all things hereby ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

COUNCILMAN

APPROVED AS TO FORM AND LEGALITY FEBRUARY 5, 1981.

JOHN E. HOFFMAN, CITY ATTORNEY

Read the first time in full and on motion by Burns, seconded by Schmidt, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock ___ M.,E.S.T.

DATE: 2-17-81

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Schmidt, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	8			1	
BURNS	✓				
EISBART	✓				
GiaQUINTA	✓				
NUCKOLS	✓				
SCHMIDT, D.				✓	
SCHMIDT, V.	✓				
SCHOMBURG	✓				
STIER	✓				
TALARICO	✓				

DATE: 2-24-81

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ZONING MAP~~) (GENERAL) (ANNEXATION) (SPECIAL) (~~APPROPRIATION~~) ORDINANCE (~~RESOLUTION~~) No. G-56-81

on the 24th day of February, 1981.

ATTEST:

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

(SEAL)

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 25th day of February, 1981, at the hour of 11:30 o'clock A M.,E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 5th day of March 1981, at the hour of 4 o'clock P M.,E.S.T.

Winfield C. Moses, Jr.
WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-81-02-24

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN ORDINANCE approving a contract for Water Improvement REsolution No. 1023-80 between the City of Fort Wayne, Indiana, and T-G Excavating, Inc., Contractor for installation of a water main extension

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

PAUL M. BURNS, CHAIRMAN

VIVIAN G. SCHMIDT, VICE CHAIRMAN

BEN A. EISBART

SAMUEL J. TALARICO

ROY J. SCHOMBURG

CONCURRED IN

DATE 2/24/81 CHARLES W. WESTERMAN, CITY CLERK

Memorandum

To Board of Public Works Date Janaury 14, 1981

From D. L. Foland, P.E.

Subject Orlando Drive Water Main Extension - Sharon Drive to State Hwy #3
Resolution No. 1023-80

COPIES TO:

Attached is the construction contract in triplicate for the above water main Resolution, submitted for approval as to form and legality and signatures by the members and clerk of the Board of Public Works. I recommend the Board introduce this contract to Council for prior approval so the contractor can start work immediately.

After the contract has been approved and fully executed, please return same so that we may make copies and distribute them to the interested parties.

D. L. Foland, P.E.
Chief Water Engineer

DLF:bp

attachment

* Legality –
Bd Approval – (Prior Approval) for 2/3/81
Council – Feb 10, 1981

BOARD OF PUBLIC WORKS
RECEIVED
JAN 16 1981

05-8
1/28/81

70-105-8 1/28/81

BARRETT LAW CONTRACT
(Revolving Fund)

RESOLUTION NO. 1023-80

BOARD ORDER NO. 64-80

WORK ORDER NO. 63479

THIS CONTRACT made and entered into in triplicate this 28th day of January, 1981, by and between T-G EXCAVATING, INC., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works, herein called OWNER,

WITNESSETH, that the Contractor and the Owner, for the considerations hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the installation of:

Orlando Drive water main extension, from Sharon Drive westward 2016± LF to State Highway #3 (Lima Road).

all according to Fort Wayne Water Utility Drawing No. Y-10544, Sheets 1 thru 5, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the sum of $30,686.84. In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall not make progress payments on account of the contract.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT (BARRETT LAW)

It is proposed that the entire project cost, i.e., construction, engineering, easement damages, highway permits, inspection, advertizing, area connection charges, etc. are to be financed through assessments to the benefited property owners. Payment for the work performed and materials supplied by the successful bidder will be made by the City Controller from funds now on hand in the "Barrett Law Revolving Fund."

WE1
JOB A
R - 2/10/80

The Contractor shall file a "Completion Affidavit" with the Board of Public Works which indicates that the work on the project is substantially completed for acceptance by the City. The Water Engineering Department of the City of Fort Wayne, Indiana will inspect the project and promptly inform the Contractor in writing of any deficiencies in the project for acceptance.

The Engineer may recommend to the Owner to proceed with the public hearing on the confirmation of the final assessment roll even though all surface deficiencies on the project have not been fully satisfied, providing, sufficient and adequate monies are retained by the City Controller to perform the necessary work. The Owner shall determine at this public hearing both the amount of monies which will be sufficient to perform the uncompleted work and the satisfactory method of assurance that the work will be accomplished as contracted.

The City Controller will pay to the Contractor, within 60 days after the confirmation of the final assessment roll by the Board of Public Works, such amount as has been determined just and due, based upon the work performed and materials supplied by the Contractor in performing this project. However, all cash payments collected from the property owners in an amount not to exceed the engineering, easement damages, highway permits, inspection, advertising, area connection charges, etc. costs for the project, shall be retained by the City.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Section 14 of the Compensation Act (I.C. 22-3-2-1).

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978, a copy of which Section is attached hereto as Exhibit 'A' and by this reference incorporated herein and made a part hereof.

ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the

prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana, of 1935, as shown on Exhibit 'B' attached hereto and made a part hereof.

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

a. Advertisement for Bids, for Resolution No. 1023-80.
b. Instructions to Bidders for Resolution No. 1023-80.
c. Contractor's Proposal Dated December 3, 1980.
d. Fort Wayne Water Utility Engineering Department Drawing No. Y-10544, sheets 1 thru 5.
e. Supplemental Specification for Resolution No. 1023-80.
f. Detailed Specifications and Conditions for the Installation of Transmission and Distribution Mains of the Fort Wayne Water Utility.
g. Construction Standards and Water Main and Water Service Materials Standards of the Fort Wayne Water Utility, Engineering Department, latest revision, except as modified in the Supplemental Specifications.
h. Workman's Compensation Act (I.C. 22-3-2-1).
i. Non Discrimination of Labor, General Ordinance No. G-34-78 (as amended). (Exhibit "A")
j. Prevailing Wage Scale (Exhibit "B").
k. Performance and Guaranty Bond.

ARTICLE 9. GUARANTEE OF WORKMANSHIP

At the time the Completion Affidavit is filed, the Contractor shall furnish a one (1) year Guaranty Bond in favor of the City of Fort Wayne and in the amount of twenty-five (25%) percent of the total value of the materials supplied and/or work performed under the terms of this contract.

ARTICLE 10. INDEMNITY

Contractor shall furnish to Owner, within ten (10) days of the date hereof, a certificate from an insuror acceptable to Owner showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to Owner.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Utility, and his decision shall be final and conclusive upon the parties. No changes in the plans, specifications, or other phases or the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified in the within contract in 90 consecutive calendar days after having been ordered by the Owner to commence work under this contract.

ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

T-G EXCAVATING, INC.

BY: _____
Thomas M. Stockamp, President

BY: _____
George B. Merrill, Secretary

CITY OF FORT WAYNE, INDIANA

BY: _____
Win Moses, Jr., Mayor

ATTEST:

_____
Sandra E. Kennedy, Clerk

BOARD OF PUBLIC WORKS

APPROVED AS TO FORM AND LEGALITY:

_____
Mark L. Akers, Chairman

_____
Roberta Anderson Staten, Member

_____
Herbert R. Gamache, Member

Approved by the Common Council of the City of Fort Wayne on _____ day of _____, 1981.

Special Ordinance No. _____.

CITY OF FORT WAYNE, INDIANA
IMPROVEMENT TO FORT WAYNE WATER UTILITY
PERFORMANCE AND GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, that we T-G EXCAVATING, INC. (Contractor or Developer) as Principal, and the Fidelity and Deposit Company of Maryland (Insurance Company), a corporation organized under the laws of the State of Maryland - December 3, 1980 (State and Date), and duly authorized to transact business in the State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of $30,686.84, (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those present. The condition of the foregoing obligation is such that

WHEREAS, the Principal has entered into contract with the City or has applied for authority to construct or cause to be constructed, a water main to become part of the City's water distribution system, which said water main is to be built and constructed according to plans and specifications prepared by or approved by City and known as the Orlando Drive Water Main Extension; and

WHEREAS, the grant of authority by City to so construct such water main provides:

1. That said water main shall be completed according to said plans and specifications, and warrant and guarantee all work, material, conditions of the water main for a period of one (1) year from the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice; and,
4. To agree to maintain said water main for a period of one (1) year following written acceptance by the City of said water main; and,

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and cause said water main to become a part of the City water distribution system, and shall for one (1) year after acceptance of said water main by City maintain said water main and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

T-G EXCAVATING, INC.

ATTEST:

BY: Thomas M. Stockamp

Thomas M. Stockamp, President

George B. Merrill, Secretary

Fidelity and Deposit Company
of Maryland
(Insurance Company) Surety

*BY: Virginia L. Wilson

Authorized Agent

*If signed by an agent,
power of attorney must be attached

Power of Attorney

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE: BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR. , Vice-President, and C. W. ROBBINS , Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

SEC. 2. The President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto.

does hereby nominate, constitute and appoint Walter H. Lupke, Jr., Duane E. Lupke, Donald L. Coffey, Edward B. Rice, Walter E. Boose, Lowell K. Zelt and Virginia T. Axson, all of Fort Wayne, Indiana, EACH.....
its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Walter H. Lupke, Jr., etal, dated, November 21, 1978.

The said Assistant Secretary does hereby certify that the aforegoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 17th day of December, A.D. 19 79

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST:

C W Robbins — *Assistant Secretary*

By C M Pecot — *Vice-President*

STATE OF MARYLAND } ss:
CITY OF BALTIMORE }

On this 17th day of December, A.D. 19 79, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.

Notary Public Commission Expires July 1, 1982

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 14th day of January, 1981

Assistant Secretary

I.1428Ctf.—1M, 9-79 208873

STATE OF INDIANA:

COUNTY OF ALLEN:

BEFORE ME, a Notary Public, in and for said State, personally appeared Thomas M. Stockamp, President and George G. Merrill, Secretary of T-G Excavating, Inc. and

Attorney in Fact, for said Fidelity Deposit Co.

as surety, with both of whom I am personally acquainted, and acknowledged that they subscribed their signatures to the above and foregoing bond, in their respective official capacities of aforesaid.

SUBSCRIBED TO, before me, a Notary Public, this 14th day of January, 1991.

Paula J. Haggard

Notary Public

Resident of Allen County, IN.

My Commission Expires:

1-16-94

BILL NO. G-78-10-41 (as amended)

GENERAL ORDINANCE NO. G-34-78 (as amended)

AN ORDINANCE amending Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974.

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 15-13 "Employment under Municipal Contract," Article III, Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974 is amended to be and read as follows, to wit:

"Sec. 15-13 Same - Under Municipal Contract.

15-13-1 Definitions. As used in this Section, the following words have these meanings:

a. The terms "Discriminates," "discriminating," "discriminatory" mean and include:

(1) to promote segregation or separation in any manner, to treat any person differently, or to exclude from or fail or refuse to extend to any person equal opportunities with respect to hiring, termination, compensation, or other terms, conditions or privileges of employment, because of the race, religion, sex, color, national origin or handicap of any such person;

(2) also, to fail to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped employee;

(3) also, to fail to make reasonable accommodation to the religious observance or practice of any employee or prospective employee unless the employer can demonstrate that the accommodation would impose an undue hardship on the conduct of the employer's business;

(4) also, to make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement with respect to employment that indicates a preference, limitation, specification or discrimination based on race, sex, religion, color, national origin or handicap;

(5) the following practices are not included in the meaning of "discrimination":

(a) for any not-for-profit association, incorporated or otherwise, organized exclusively for fraternal or religious purposes, to devote its resources to its own religion or denomination, or to give employment preference to its own members,

EXHIBIT "A"
(page 1)

(b) for any not-for-profit association, incorporated or otherwise, established for the purpose of offering or providing education, training or other social services and benefits to handicapped persons, to devote its resources to such handicapped persons with respect to such education, training or social services and benefits.

b. The term "handicap" means and includes:

(1) any physical or mental impairment which substantially limits one or more of a person's major life activities; or

(2) a record of such an impairment, and includes,

(3) a person who is regarded as having such an impairment; provided that,

(4) this term does not include drug or alcohol abuse or addiction.

c. The term "obstruct" means and includes the actions of any person knowingly obstructing the fair and lawful enforcement of this Article of this Chapter by coercing or intimidating any complainant or prospective complainant, or any witness to any act of discrimination as defined herein, after such person has received actual notice of a discrimination charge or has been served notice of a complaint filed.

d. The term "retaliate" means and includes the actions of any person in discriminating against any other person with regard to, or denying any other person access to or opportunities in employment, because any such other person has opposed any practice made unlawful by this Article of this Chapter, or because such other person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this Article of this Chapter.

13-2 Mandatory Covenants. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees, as follows:

a. That in the performance of work under such contract or any subcontract thereunder, the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.

b. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this Article of this Chapter.

c. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not retaliate against any person.

EXHIBIT "A"
(page 2)

15-13-3 Enforcement. Enforcement of this Article of this Chapter shall be through order of the Board of Public Works, in the following manner:

a. Whenever any member of the Board of Public Works, or whenever the Affirmative Action Officer who is assigned to help watch over public contracts has reason to believe that any of the provisions hereof have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or sub-contractor. Cases over which the Commission has no jurisdiction shall be investigated by said Affirmative Action Officer.

b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Board of Public Works, which may invoke one of the remedies set forth in Sub Section 15-13-4 hereof. If it is a matter over which the Metropolitan Human Relations Commission has no jurisdiction, the Board of Public Works shall conduct a hearing to determine whether there has been a breach of this Article of this Chapter. In so doing, the Board may call upon the Commission for consultation.

15-13-4 Remedies. Upon finding that a contractor or sub-contractor or any person acting on behalf of such contractor or subcontractor has violated a provision or provisions of this Article of this Chapter, whether discriminating, obstructing, retaliating, or otherwise, the Board of Works may:

a. Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract a penalty of no less than ten dollars ($10.00) per day, per violation, nor more than one thousand dollars ($1,000.00) per day, per violation. Each day on which a continuing violation exists, shall be deemed a separate offense; or,

b. The Board of Works may cancel or terminate the contract, and all money due or to become due thereunder may be forfeited, for a second or any subsequent violation of this article of this Chapter.

SECTION 2. That Chapter 15, Article III, of the Code of the City of Fort Wayne, Indiana of 1974 is further amened by adding thereto a new section 15-13A, which shall be and read as follows, to wit:

"Sec. 15-13A. A verbatim copy of Sec. 15-13 may be attached as an exhibit to and incorporated in and made a part of any contract made by or on behalf of the City of Fort Wayne, Indiana for any public work; which shall constitute compliance with Sec. 15-13-2."

EXHIBIT "A"
(page 3)

IN RE: WAGE SCALE

CODE: S-SKILLED
SS-SEMI SKILLED
US-UNSKILLED
IF-INDUSTRIAL FUND
PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF OCTOBER, NOVEMBER, AND DECEMBER 1980.
In compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit:

TRADES OR OCCUPATION	CLASS	RATE PER HR.	H&W	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	15.00	.55	1.25			31¢
BOILERMAKER	S	14.25	1.27½	1.00		3¢	
BRICKLAYER	S	13.11	.67	.80		2¢	61¢
CARPENTER (BUILDING)	S	11.80	.70	6%		2¢	41¢
(HIGHWAY)	S	11.93	.70	.70		5¢	21¢
CEMENT MASON	S	11.85	.75	.80		2¢	
ELECTRICIAN	S	14.05	.55	3%+50		6¢	1%¢
ELEVATOR CONSTRUCTOR	S	13.53½	1.19½	.95	8%	3½¢	
GLAZIER	S	11.79		.25	.40	4¢	28¢/mild. 25¢/annul.
IRON WORKER	S	13.35	1.00	1.60		4¢	21¢
LABORER (BUILDING)	S-SS US	9.35-10.35	.85	.75		9¢	
(HIGHWAY)	S-US-SS	9.00-9.85	.85	.75		9¢	
(SEWER)	S-US-SS	9.00-9.85	.85	.75		9¢	
LATHER	S	12.33		.80		1¢	31¢
MILLWRIGHT & PILEDRIVER	S	12.20	.70	6%		2¢	41¢
OPERATING ENGINEER (BUILDING)	S-SS US	9.40-14.00	.75	.90		10¢	
(HIGHWAY)	S-SS-US	9.29-12.44	.75	.65		10¢	
(SEWER)	S-SS-US	9.29-12.44	.75	.65		10¢	
PAINTER	S	10.70-11.70	.60	1.00		12¢	6mise.
PLASTERER	S	11.77	.60	.80			
PLUMBER & STEAMFITTER	S	14.48	.85	.90		7¢	71¢
MOSAIC & TERRAZZO GRINDER	S	9.50-11.50					
ROOFER	S	12.40		.40			46¢annul
SHEETMETAL WORKER	S	13.93	.72	.77		14¢	351¢
TEAMSTER (BUILDING)	S-SS US	10.60%-11.55%	39.50%	41.00%			
(HIGHWAY)	S-SS-US	10.66-11.41	34.50%	41.00%			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall shall be the minimum prevailing wage scale for this projec as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 26 DAY OF Sept. 19 80

REPRESENTING GOVERNOR STATE OF INDIAN

REPRESENTING THE AWARDING AGENT.

REPRESENTING STATE A.F.L. & C.I.O.

EXHIBIT "B"

T-G-E.

Successful

CITY OF FORT WAYNE, INDIANA

IMPROVEMENT TO FORT WAYNE WATER UTILITY

CONTRACTOR'S PROPOSAL

Project Name: Orlando Drive between Sharon Drive and State Highway #3 (Lima Road)

Resolution No. 1023-80

Bidder: T-G Excavating, Inc.

TO: BOARD OF PUBLIC WORKS
Fort Wayne, Indiana

The undersigned, having familiarized himself (themselves) with the local conditions affecting the cost of the work and with the Instructions to Bidders, Agreement, Bond Forms, Drawings and Specifications on file at the office of the Board of Public Works, hereby proposes to furnish all the materials and equipment and to perform all the work shown on Drawing No. Y-10544 Sheet 1 thru 5, prepared by the Water Engineering Department of the City of Fort Wayne, Indiana, and described in the specifications, including any addenda which may be issued thereto, and to do everything required by the bidding documents for the bid prices indicated on the page(s) next following:

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSION
1	2016± LF	6" Ductile Iron Pipe CL 50	10.69	21,557.84
2	3 EA	6" Gate Valve w/Box	325.00	975.00
3	3 EA	Fire Hydrant Type I Assembly	1220.00	3660.00
4	1 EA	Fire Hydrant Type II Assembly	1250.00	1250.00
5	190± LF	Asphalt Driveway Replacement	8.40	1596.00
6	17± LF	Concrete Driveway Replacement	10.40	176.80
7	70± LF	Stone Driveway Replacement	2.55	178.50
8	5± LF	Asphalt Pavement Replacement	17.00	85.00
9	1735± LF	Topsoil, Seeding & Mulched	.70	1214.50
		Construction Cost		$30,686.84

The undersigned attaches hereto the following statements of the nature and in the form as required by the Instructions to Bidders:

a. Non-Collusion Affidavit
b. Financial Statement, or Certificate in Lieu Thereof.
c. Equal Employment Statement and Affirmative Action Program, or Certificate in Lieu Thereof.

The undersigned hereby agrees that if the foregoing proposal is accepted by the Owner, he will, within ten (10) consecutive calendar days after receiving notice of the acceptance of such proposal, execute and enter into contract, in the appropriate form, to furnish the labor, materials, equipment, tools and construction equipment necessary for the full and complete execution of the work, at and for the prices named in his proposal, and he will furnish to the Owner the required performance and guarantee bond, liability bond, and such certificates of compliance with provisions of the Indiana Workmen's Compensation Act I.C. (22-3-2-1) as shall be approved and accepted by the Owner.

The undersigned hereby agrees that if this foregoing proposal is accepted by the Owner, he will complete the entire work of this contract within 90 consecutive calendar days after being notified to proceed with the work.

The Contractor may terminate work on such days and at such locations as the Engineers shall designate when, if in their opinion, satisfactory work cannot be performed due to severe weather conditions.

Such days as the Contractor does not work because of severe weather, shall not be included in the above number of days required for completion; nor shall such order for the Contractor to terminate work due to severe weather conditions entitle the Contractor to any extra reimbursement and/or claim for damage from the Owner.

The undersigned attaches hereto a (~~certified check~~ - Bidder's Bond) in the sum of 10% of the Maximum Bid Dollars ($_____) as required in the Instructions to Bidders and the undersigned agrees that in case he shall fail to fulfill his obligations under the foregoing Proposal, then the Owner may, at his option, determine that the undersigned has abandoned his rights and interests in such proposal and that the certified check or bidder's bond accompanying his proposal, has been forfeited to the Owner; but otherwise the said certified check or bidder's bond shall be returned to the undersigned upon the execution of such contract and the acceptance of his performance and guarantee bond or upon the rejection of his proposal.

In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and to waive any defect in any bid.

IN WITNESS WHEREOF, the bidder (a firm) by its owner(s) named below, hereunto set hand(s) and seal this _____ day of _____, 19____.

FIRM NAME _____

BY: _____

_____

IN TESTIMONY WHEREOF, the bidder (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this _____ day of December, 1980.

T-G Excavating, Inc.
Name of Corporation

ATTEST:

Harold R. Zimmerman

BY: Thomas M. Stockamp Pres.
President Thomas M. Stockamp

NOTE 1: If the bidder is a corporation, it is incorporated under the laws of the State of Indiana.

If the bidder's proposal is accepted, the contract will be signed by:

Thomas M. Stockamp (name) TITLE President

_____ (name) TITLE _____

NOTE 2: Use this form if cashier's or certified check accompanies bid: Enclosed herewith find cashier's or certified check for $_____ being 10% of the maximum bid herein, made payable to:

The City of Fort Wayne, Indiana.

the proceeds of which are to remain the absolute property of said City

if _____
Bidder.

shall not within _____ days after notice of acceptance of the within bid, enter into a written contract, and secure said contract by a bond for the full amount of the contract to the approval of the proper officials of said City.

NOTE 3: Use this form if bidder's bond accompanies bids.

Enclosed herewith find a bidder's bond in an amount equal to a ten (10%) percent of maximum bid herein, subject to the approval of the Board of Public Works, conditioned as follows: That if the Board of Public Works shall award T-G Excavating, Inc. the contract for said work, and if T-G Excavating, Inc. shall enter into a contract and furnish a 100% Performance Bond as required within 10 days from the date, he is notified of the acceptance of his bid, then the obligation of said bond shall be null and void, otherwise to remain in full force and effect.

NON-COLLUSION AFFIDAVIT

The Bidder, by its officers and T-G Excavating, Inc.

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder of bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

Thomas M. Stockamp, Pres.
Thomas M. Stockamp, President

Subscribed and sworn to before me by Thomas M. Stockamp this 3 rd. day of December, 19 80.

My Commission Expires:
4-6-84

Harold R. Zimmer
Notary Public Harold R. Zimmer
Resident of Allen County, IN

Subscribed and sworn to before me by _____ this _____ day of _____, 19_____.

My Commission Expires:

_____
Notary Public
Resident of _____ County, IN

Subscribed and sworn to before me by _____ this _____ day of _____, 19_____.

My Commission Expires:

_____
Notary Public
Resident of _____ County, IN

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Thomas M. Stockamp (Name), the President (Position) of T-G Excavating, Inc. (Company)

hereby certify:

1. That the Financial Statement of said Company, dated the 29 th day of February, 1980, now on file in the office of the Board of Public Works of the City of Fort Wayne, Indiana, which Financial Statement is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said Company as of the date hereof:

2. That I am familiar with the books of said Company showing its financial condition and am authorized to make this certificate on its behalf.

DATED: December 3, 1980

Thomas M. Stockamp
Signature Thomas M. Stockamp

Title President

SUBSCRIBED AND SWORN to before me, a Notary Public, in and for said County and State, this 3 rd day of December, 1980.

Harold R. Zimmer
Notary Public Harold R. Zimmer
Resident of Allen County, IN

My Commission Expires:

4-6-84

CONTRACTOR TO COMPLETE THE FOLLOWING CERTIFICATE IF EQUAL EMPLOYMENT STATEMENT AND AFFIRMATIVE ACTION PROGRAM HAVE BEEN PREVIOUSLY FILED WITH THE CITY OF FORT WAYNE. IF CONTRACTOR DOES NOT HAVE SUCH STATEMENTS ON FILE, THEY MUST BE FILED PRIOR TO SUBMISSION OF BIDS.

CERTIFICATE IN LIEU OF
EQUAL EMPLOYMENT STATEMENT AND
AFFIRMATIVE ACTION PROGRAM

I Thomas M. Stockamp (name), the President (position),

of T-G Excavating, Inc. (company)

hereby certify:

1. That the Equal Employment Statement and the Affirmative Action Program of said company, dated the 26th day of November, 19~~8x~~ 80 is now on file with the Equal Employment Opportunity Office of the City of Fort Wayne, Indiana.

2. That the Equal Employment Statement and the Affirmative Action Program has been approved by the Equal Employment Opportunity Officer of the City of Fort Wayne, Indiana.

3. That said company is/is not Signatory to the Fort Wayne and Area Plan either by direct agreement to the Plan or by virtue of a contract agreement with a Union that is signatory to the Plan.

DATED: Dec. 3, 1980

Thomas M. Stockamp Sec.
Signature Thomas M. Stockamp

State of Indiana
County of Allen

Subscribed and sworn to before me, a notary public, in and for said county and state, this 3 rd. day of December 19 80.

Harold R. Zimmer
Notary Public Harold R. Zimmer
Resident of Allen County, IN

My Commission Expires:

4-6-84

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND *BALTIMORE, MD. 21203*

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, T-G Excavating, Inc., 5544 Huguenard Road, Fort Wayne, Indiana 46808

, as Principal, (hereinafter called the "Principal"), and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, of Baltimore, Maryland, a corporation duly organized under the laws of the State of Maryland, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto Board of Public Works, City of Fort Wayne, 1 Main Street, Fort Wayne, Indiana 46801

as Obligee, (hereinafter called the "Obligee"), in the sum of Ten Percent (10%) of Contractors Maximum Bid Price Dollars ($), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Approvements to Fort Wayne Water Main Orlando Drive between Sharon Drive & State Hwy # 3 (Lima Road) Resolution 1023-80, per plans and specifications.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 3rd day of December A.D. 19 80

Martha Kendjerski
Witness

T-G Excavating, Inc. (SEAL)
Thomas M. Hockemeyer Pres.
Principal *Title*

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety

Lois Slater
Witness

By Virginia T. Axson (SEAL)
Virginia T. Axson (attorney-in-fact)
Title

C325d—130M.
Approved by The American Institute of Architects,
A.I.A. Document No. A-310 February 1970 Edition.

Power of Attorney

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE: BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR. , Vice-President, and C. W. ROBBINS , Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

SEC. 2. The President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto.

does hereby nominate, constitute and appoint Walter H. Lupke, Jr., Duane E. Lupke, Donald L. Coffey, Edward B. Rice, Walter E. Boose, Lowell K. Zelt and Virginia T. Axson, all of Fort Wayne, Indiana, EACH.....
its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Walter H. Lupke, Jr., etal, dated, November 21, 1978.

The said Assistant Secretary does hereby certify that the aforegoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 17th day of December, A.D. 19 79

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST:

C W Robbins
Assistant Secretary

By C M Pecot
Vice-President

STATE OF MARYLAND } ss:
CITY OF BALTIMORE }

On this 17th day of December, A.D. 19 79, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.

Carol J. Fisher
Notary Public Commission Expires July 1, 1982

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 3rd day of December, 1980

Assistant Secretary

.O.# 64-80 W.O.# 63479 DEC. 3, 1980

AB CONST.	BERECET INC.		BROOKS CONST.		BUTLER & BUTLER		DEHNER INC.		GROUND SERVICES		R. NESS INC.		T&F INC.		T.G. EXCAVATING					
>	10%		100%		10%		10%		10%		10%		10%		10%					
	YES		YES		YES		YES		YES		YES		YES		YES					
N LIEU	CERT. IN LIEU		CERT. IN LIEU		CERT. IN LIEU		CERT. IN LIEU		CERT. IN LIEU		CERT. IN LIEU		CERT. IN LIEU		CERT. IN LIEU					
N LIEU	CERT. IN LIEU		CERT. IN LIEU		CERT. IN LIEU		CERT. IN LIEU		CERT. IN LIEU		CERT. IN LIEU		CERT. IN LIEU		CERT. IN LIEU					
DAYS	90 DAYS		210 DAYS		120 DAYS		60 DAYS		120 DAYS		180 DAYS		30 DAYS		30 DAYS					
EXTENSION	U. P.	EXTENSION	U. P.	EXTENSION	U. P.	EXTENSION	U. P.	EXTENSION	U. P.	EXTENSION	U. P.	EXTENSION	U. P.	EXTENSION	U. P.	EXTENSION	U. P.	EXTENSION	U. P.	EXTENSION
35,280.—	20.45	41,227.20	13.95	28,123.20	16.—	33,256.—	15.65	31,550.40	15.—	30,240.—	11.50	23184.—	15.05	30,340.80	10.69	21,551.04				
1,143.—	600.—	1800.—	368.65	1105.95	400.—	1200.—	370.10	1110.30	400.—	1200.—	453.15	1359.45	315.68	946.74	325.—	975.—				
5484.—	1100.—	5100.—	1259.—	3777.—	1500.—	4500.—	1382.—	4146.—	1500.—	4500.—	1475.99	4427.97	1350.12	4050.36	1220.—	3660.—				
1255.—	830.—	1830.—	1287.—	1287.—	1500.—	1500.—	1425.—	1425.—	1500.—	1500.—	1505.68	1505.68	1378.12	1378.12	1250.—	1250.—				
2850.—	30.—	3,800.—	3.68	699.20	20.—	3800.—	9.30	1881.—	30.—	5700.—	6.—	1140.—	9.—	1710.—	8.40	1596.—				
510.—	30.—	510.—	16.—	272.—	20.—	340.—	12.—	204.—	30.—	510.—	11.—	187.—	12.50	212.50	10.40	176.80				
210.—	6.—	420.—	2.86	200.20	15.—	1050.—	1.—	70.—	10.—	700.—	3.50	245.—	2.50	175.—	2.55	178.50				
150.—	25.—	125.—	40.—	200.—	30.—	150.—	9.30	49.50	20.—	100.—	14.—	70.—	12.50	62.50	17.—	85.—				
3470.—	3.—	5205.—	2.61	4,185.35	1.—	1735.—	0.84	1457.40	1.—	1735.—	1.—	1735.—	1.—	1735.—	0.70	1214.50				
$ 48,552.—		$ 60,917.20		$ 39,845.99		$ 46,531.—		$ 41,893.60		$ 46,185.—		$ 33,854.19		$ 40,611.02		$ 30,686.84				

BIDDING TABULATION ORLANDO DRIVE Req.# 1023-80 B.O.# 64-80 W.O.# 63479 Dec. 3, 1980

CONTRACTOR			ENGR. EST.		ALL STAR CONST.		BERGET INC.		BROOKS CONST.		BUTLER & BUTLER		DENNER INC.		GROUND
BIDDER'S BOND					10%		10%		100%		10%		10%		10
NON-COLLUSION AFFIDAVIT					YES		YES		YES		YES		YES		YE
FINANCIAL STATE					CERT. IN LIEU		CERT. IN LIEU		CERT. IN LIEU		CERT. IN LIEU		CERT. IN LIEU		CERT. I
E.E.O. STATE					CERT. IN LIEU		CERT. IN LIEU		CERT. IN LIEU		CERT. IN LIEU		CERT. IN LIEU		CERT. I
COMPLETION TIME					90 DAYS		90 DAYS		210 DAYS		120 DAYS		60 DAYS		120 D
ITEM	QUANTITY	DESCRIPTION	U. P.	EXTENSION	U. P.	EXTENSION	U. P.	EXTENSION	U. P	EXTENSION	U. P.	EXTENSION	U. P.	EXTENSION	U. P.
1.	2016 L.F.	6" CL #50 DUCTILE IRON PIPE	16.-	32,256.-	17.50	35,280.-	20.45	41,227.20	13.95	28,123.20	16.-	32,256.-	15.65	31,550.40	15.-
2.	3 EA.	6" GATE VALVES W/BOXES	435.-	1305.-	381.-	1,143.-	600.-	1800.-	368.65	1105.95	400.-	1200.-	370.10	1110.30	400.-
3.	3 EA.	TYPE I FIRE HYDRANT ASSEMB.	1300.-	3900.-	1228.-	3684.-	1700.-	5100.-	1259.-	3777.-	1500.-	4500.-	1382.-	4146.-	1500.-
4.	1 EA.	TYPE II FIRE HYDRANT ASSEMB.	1300.-	1300.-	1255.-	1255.-	1830.-	1830.-	1287.-	1287.-	1500.-	1500.-	1425.-	1425.-	1500.-
5.	190 L.F.	ASPHALT DRIVEWAY REPLACEMENT	18.-	3420.-	15.-	2850.-	20.-	3,800.-	3.68	699.20	20.-	3800.-	9.90	1881.-	30.-
6.	17 L.F.	CONCRETE DRIVEWAY REPLACEMENT	20.-	340.-	30.-	510.-	30.-	510.-	16.-	272.-	20.-	340.-	12.-	204.-	30.-
7.	70 L.F.	STONE DRIVEWAY REPLACEMENT	8.-	560.-	3.-	210.-	6.-	420.-	2.86	200.20	15.-	1050.-	1.-	70.-	10.-
8.	5 L.F.	ASPHALT PAVEMENT REPLACEMENT	25.-	125.-	30.-	150.-	25.-	125.-	40.-	200.-	30.-	150.-	9.90	49.50	20.-
9.	1735 L.F.	TOPSOIL, SEEDING & MULCHED	2.-	3470.-	2.-	3470.-	3.-	5205.-	2.41	4,185.35	1.-	1735.-	0.84	1457.40	1.-
		TOTAL CONST. COST		$ 46,606.-		$ 48,552.-		$ 60,017.20		$ 39,845.90		$ 46,531.-		$ 41,893.60	

TITLE OF ORDINANCE WATER IMPROVEMENT RES. 1023-80 ORLANDO DRIVE WATER MAIN EXTENSION.
5/92

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS - 81-02-24

SYNOPSIS OF ORDINANCE THE CONTRACT FOR ORLANDO DRIVE WATER MAIN EXTENSION RES. 1023-80 HAS BEEN AWARDED TO T-G EXCAVATING, INC. THE CONTRACTOR SHALL FURNISH ALL MATERIAL, ETC., NECESSARY FOR THE INSTALLATION OF ORLANDO DRIVE WATER MAIN EXTENSION, FROM SHARON DRIVE WESTWARD 2016± LF to STATE HIGHWAY #3 IN THE AMOUNT OF $30,686.84.

EFFECT OF PASSAGE A WATER MAIN WILL BE CONSTRUCTED WHICH WILL BECOME A PART OF THE CITY'S WATER DISTRIBUTION SYSTEM.

EFFECT OF NON-PASSAGE THE ABOVE DESCRIBED PASSAGE CANNOT OCCUR.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) $30,686.84 the payment for the work performed and materials supplied by the Contractor will made by the City Controller from funds now on hand in the "Barrett Law Revolving Fund."

ASSIGNED TO COMMITTEE

sa